

# EXHIBIT A

# Barkogi

*Barkogi is an equal opportunity employer, dedicated to a policy of non-discrimination in employment on any basis including race, color, age, sex, religion, national origin, disability, military service or any other basis prohibited by federal, state, or local law.*

## APPLICATION FOR EMPLOYMENT

DATE: \_\_\_\_\_

<b>PERSONAL INFORMATION</b> (Please Print)			
Name (Last, First, Middle)		Social Security No.:	
		Date of Birth:	
Home Address	City	State	Zip Code
Telephone	Are you over 18 years of age?		
Day: _____	Evening: _____ Yes _____ No _____		
Email Address: _____			
Emergency Contact 1	Telephone	Relationship to Applicant	
Emergency Contact 2	Telephone	Relationship to Applicant	

Position applied for:		Date Available:		Full Time ____ Part Time ____			
Specify hours available for each day of the week							
Day	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
From							
To							

Are you a U.S. citizen or do you have a legal right and necessary documents to work in the U.S.? Yes ____ No ____	
Have you ever been convicted of a crime? Yes ____ No ____ If yes, please explain offense. A conviction will not necessary disqualify you for employment.	
Do you have a high school diploma or GED? Yes ____ No ____	
Did you earn a degree from college? Yes ____ No ____ If yes, year awarded: _____	
If yes, name of college and degree earned: _____	

<b>FORMER EMPLOYERS</b> List below current and last employers, starting with most recent one first.	
1. Employer (Name and Type of Business):	
Position:	Employed from: Reason for Leaving:
Duties Performed:	
Supervisor Name & Telephone:	May we contact?
2. Employer (Name and Type of Business):	
Position:	Employed from: Reason for Leaving:
Duties Performed:	
Supervisor Name & Telephone:	May we contact?

I hereby authorize Barkogi to thoroughly investigate my background, references, employment record and other matters related to my suitability for employment. I authorize persons, schools, my current employer (if applicable) and previous employers and organizations contacted by Barkogi to provide relevant information regarding my current and previous employment and I release all persons, schools, and employers of any and all claims for providing such information. I understand that misrepresentation or omission of facts may result in rejection of this application, or if hired, discipline up to and including dismissal. I understand that nothing contained in this application, or conveyed during any interview which may be granted, is intended to create an employment contract. I understand that filling out this form does not indicate there is a position open and does not obligate Barkogi to hire me. I understand and agree that my employment is at will, which means that it is for no specified period and may be terminated by me or Barkogi at any time without prior notice for any reason.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# **BarKogi Employee Handbook**

For Hourly Employees and Salaried Managers

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## EMPLOYEE HANDBOOK

### I. Our Way of Doing Business

BarKogi's way of doing business is to provide superior quality food and beverages and exceptional customer service to our guests. We believe that our employees are one of our most important resources and our success depends upon creating and retaining a staff capable of delivering an exceptional dining experience to every guest, every time. The core values that form the foundation of our measurement of success is as follows:

- **Provide exceptional service** - Provide a unique and attentive experience that our customers can tell stories about.
- **Strive to "raise the bar"** - Try to find ways to do things better or more efficiently.
- **Honesty and Trust in each other** - Believe in building honesty and trust in each other.
- **Teamwork** - Believe in our continued success depends on teamwork.
- **Maintain a clean and orderly restaurant** - From after shift cleaning to the little wipes and cleaning throughout the day, a clean restaurant is an appetizing restaurant.
- **Doing business in a professional and orderly manner** - While we promote a relaxed atmosphere we expect your focus to stay on the job while you are here.
- **Being responsible to others and to ourselves** - We do what we say we are going to do when we say we are going to do it. We believe in personal accountability when things don't turn out as planned.

### II. Introduction

Welcome to Golden Abacus Inc. d/b/a BarKogi (hereinafter referred to as "BarKogi" or "the Company"). This handbook contains information about the employment policies and practices of BarKogi in effect at the time of publication.

This handbook is designed to help you get familiarized with BarKogi and to provide you with information about working conditions, employee benefits, and company policies affecting your employment. We want you to understand how we do business and how important you and every employee is in helping us take care of our guests and making this a rewarding place to work. It is important to realize that no policy manual can anticipate every circumstance that will occur or every situation that will develop. Except for the employment "at will" status and the arbitration agreement, BarKogi reserves the right to change, at its sole discretion, all such policies and practices and the hours, wages, working conditions, job assignment, position titles, compensation rates and benefits for any employee. The most up to date handbook is available from a manager. Other than the owner of the Company, no manager, supervisor or representative of the Company has any authority to enter into any other than an at-will relationship with any employee. Only the owner of the Company has the authority to make any such agreement and then only in writing.

As a matter of Company policy, all employment is on an at will basis, meaning that employment shall last for so long as mutually agreeable. Under this, either the employee or BarKogi may terminate the employment at any time with or without cause.

The policies set forth in this Employee Handbook replace any and all previous policy statements, whether written or oral, which differ from or are inconsistent with the policies expressed in this handbook. No such prior policies or procedures shall have any force or effect after the effective date of this handbook.

It is your responsibility to review and gain an understanding of the contents of this handbook, and sign the acknowledgement page. If you have any questions concerning any statement in this handbook, you are encouraged to ask questions so that you can have a thorough understanding of the content.

Please read this handbook carefully. It will serve as a guide and ready reference to your questions about the Company, job, pay, benefits, activities and responsibilities. This handbook cannot answer all your questions about the subjects it addresses. If you have further questions, feel free to ask your manager.

Nothing in this Handbook creates, or is intended to create, a promise or contract. Every effort has been made to make this handbook as comprehensive as possible. However, the information in this handbook is for guideline purposes only and is not intended to create a contract, either expressed or implied, of continued employment

We wish you the best of luck in your position and hope that your employment with BarKogi will be a very enjoyable and rewarding experience.

### **III. Customer Expectation**

Guests are among our company's most valuable assets. Every employee represents BarKogi to our guests. The way we do our jobs presents an image of our entire company. Guests judge all of us by how they are treated with each employee contact. Therefore, one of our first business priorities is to assist any guest or potential guest. Nothing is more important than being courteous, friendly, helpful, and prompt in the attention you give to guests.

Our personal contact with the public, our manners on the telephone, and the communications we send to guests are a reflection not only of ourselves, but also of the professionalism of our company. Positive guest relations not only enhance the public's perception or image of our Company, but also pay off in greater guest loyalty and increased sales.

### **IV. Business Ethics and Conduct**

The successful business operation and reputation of the Company is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of the Company is dependent upon our customers' trust and we are dedicated to preserving that trust. Employees owe a duty to the Company and its customers to act in a way that will merit the continued trust and confidence of the public.

The Company will comply with all applicable laws and regulations and expects its managers, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical and moral principles, will guide to acceptable and professional conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor, restaurant manager and, if necessary, with the owner for advice and consultation. Failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

#### **V. Equal Employment Opportunity**

BarKogi is an equal opportunity employer. BarKogi acts in compliance with the requirements and intent of applicable Federal and State regulations and related state and local laws and regulations, which protect the right to equal employment opportunity.

It is our policy to administer all human resources actions and policies without regard to race, creed, color, religion, sex, sexual orientation, national origin, ancestry, age, mental and physical disability, marital status, genetic information, any veteran status, any military service or application for military service, or membership in any other category protected under state or federal law. All employment decisions and personnel actions, including without limitation, hiring, training, promotion, compensation, benefits, and termination, are and will continue to be administered in accordance with the principal of equal employment opportunity. Performance of supervisors and employees alike will be evaluated on the basis of work related criteria.

If you have questions or concerns about any type of discrimination in the workplace, raise them with your immediate manager or the Human Resources Department. Be assured that you can voice concerns and make reports without fear of reprisal.

#### **VI. Anti-Harassment and Anti-Discrimination Policy**

The Company is committed to providing all employees with a workplace free of sexual or other types of harassment or discrimination based on race, color, religion, national origin, ancestry, age, gender, physical or mental disability, or other classifications protected by Federal, State or local law. The Company prohibits and will not tolerate such harassment or discrimination by supervisors, coworkers, or those who do business with the Company.

It is our policy to maintain a work environment free from all forms of unlawful harassment or discrimination and to insist that all employees be treated with dignity, respect and courtesy. Harassment, including sexual harassment and discrimination, is prohibited by Federal, State or local law. The purpose of this policy is not to regulate our employees' personal morality. It is to assure that in the work place harassment or discrimination does not occur. Harassment includes, without limitation: verbal harassment (derogatory statements, slurs, teasing, jokes, epithets and innuendo); physical harassment (sexual and personal touching, assault, physical interference with normal work or involvement); and visual harassment (posters, cartoons, drawings, computer materials, sexual gestures).



Sexual harassment is defined as unwanted sexual advances or visual, verbal, or physical conduct of a sexual nature. Sexual harassment includes many forms of offensive behavior. The following is a partial list of the types of conduct that could constitute sexual harassment.

- ☐ Any offensive or unwelcome conduct, verbal or physical, based on a person's gender.
- ☐ Unwanted sexual advances.
- ☐ Offering employment benefits in exchange for sexual favors.
- ☐ Making or threatening reprisals after a negative response to sexual advances.
- ☐ Visual conduct such as leering, making sexual gestures, displaying of sexual suggestive objects or pictures, cartoons, or posters.
- ☐ Verbal conduct such as making or using derogatory comments, epithets, slurs, and jokes.
- ☐ Verbal sexual advances or propositions.
- ☐ Verbal abuse of a sexual nature such as graphic verbal commentaries about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes, or invitations.
- ☐ Physical conduct such as touching, assault, impeding or blocking movements.

The Company will do its best to keep the workplace free of unlawful conduct that creates an intimidating, hostile or offensive work environment for our employees. Your cooperation is needed to achieve the goal by reporting incidents of harassment or discrimination.

In the event that you experience, or see or hear of any conduct that violates this policy, we urge you to contact your supervisor, Human Resources department, or any member of the management team. You should also provide your complaint in writing to the Human Resources department. Supervisors will report all incidents of harassment to the Human Resources department. The Company will, to the extent possible, treat the matter with the degree of confidentiality that is appropriate under the circumstances.

You should report any harassment or discrimination, even if the person committing the conduct is not an employee of the Company. The Company's policy is to take appropriate action to protect its employees from harassment and discrimination, regardless of who commits the harassment or discrimination.

All complaints of harassment or discrimination will be thoroughly and objectively investigated. It is the obligation of all employees to cooperate fully in the investigation process.

If, after investigation, the complaint or concern is determined to be justified, the Company will take necessary and appropriate action to end the harassing or intimidating conduct, including discipline and/or discharge.

Measures will be undertaken to protect those who use the complaint procedure. They will not be subject to any acts of harassment, coercion, intimidation or retaliation due to their reporting an incident of this type or participating in an investigation or proceeding concerning the alleged harassment. In addition, disciplinary action will be taken against any employee(s) who attempt to discourage or prevent any harassment victim from using the Company's complaint procedure to report harassing conduct. Accordingly, any retaliatory conduct should be reported immediately to your supervisor or Human Resources department.

## **VII. Disability Accommodations**



The Company is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

The Company recognizes employees with life-threatening disabilities, such as cancer, heart disease, and AIDS may wish to continue their normal pursuits, including work, to the extent that their condition allows. The decision to continue work will be based on the employee's ability to perform the essential functions of the position, with or without reasonable accommodation, to the Company's expected performance standards. The Company will reasonably accommodate a qualified person's disability provided it does not cause undue hardship to the Company. Should an employee believe that an accommodation may be needed in order to perform the essential functions of the employee's position; the employee should discuss the matter with their manager and human resource department.

#### **VIII. Criminal Convictions/Background Checks**

The Company has the right not to employ or continue to employ anyone who has been convicted of a felony or misdemeanor involving dishonesty or breach of trust, theft, shoplifting, robbery or any crime involving violence or the sale, use, possession or trafficking of illegal drugs. Also, to ensure that we don't get incorrect or second-hand information, any such conviction that occurs after you are employed must be brought to the attention of your manager within twenty-four hours.

The Company may also conduct background checks that may include criminal convictions, motor vehicle records, and other relevant background information. You may also be required to provide proof of automobile insurance coverage if you operate your personal vehicle to conduct company business. This includes, but is not limited to, running errands for the Company, picking up or returning products from other restaurants, taking the deposit to the Company's approved bank, etc.

#### **IX. Employee Drug and Alcohol Policy**

Our image and reputation is determined at least in part by the way our employees behave. We're proud of the way we carry out our business. Our employees are our ambassadors and can enhance our reputation by showing a responsible attitude when it comes to substance abuse awareness. All employees are personally responsible for ensuring their judgment is never impaired by drugs or alcohol. Employees must perform their jobs accurately and safely and ensure that their behavior never puts themselves or others at risk. Employees should not possess illegal drugs on BarKogi's premises or come to work impaired in any way by illegal drugs, prescription drugs or alcohol.

Any employee who does not abide by the BarKogi's Drug and Alcohol Policy will be subject to the appropriate disciplinary measure, which may include dismissal. The policy covers incidents at work, incidents that take place offsite but are work related and offenses outside work, which may damage BarKogi's reputation.

#### **X. The New Employee**

##### **A. Introductory Period**

The first ninety (90) calendar days of continuous employment at the Company during which you learn your responsibilities and get acquainted with your fellow employees and the Company is considered an introductory period. During this time, you will have a chance to decide whether you are and will be happy

with your job, and your supervisor will have the opportunity to determine whether you are adapting to your new position with the Company.

The Company has the right to lengthen the introductory period if it is deemed necessary, or to terminate the employment relationship at any time during this period. Completion of the introductory period does not change your “at will” employment status or entitle you to remain employed by the Company. Both you and the Company are free, at any time, during or after the ninety- (90) day introductory period, with or without advance notice, and with or without “cause”, to end the employment relationship and your compensation.

### ***B. Employee Status***

All employees of BarKogi are food service employees and may be required to work a variety of duties based on business needs.

**Exempt Employees:** Exempt employees are those whose job assignments meet the federal and state requirements for overtime exemption. Exempt employees are compensated on a salary basis and are not eligible for overtime pay. Your supervisor will inform you if your status is exempt.

**Full-Time Non Exempt Employees:** Full-time nonexempt employees are those who are regularly scheduled to and do work a minimum of forty (40) hours per week.

**Part-Time Non Exempt Employees:** Part-time nonexempt employees are those who are regularly scheduled to and do work thirty-nine (39) hours or less per week. Part-time nonexempt employees may be assigned a work schedule in advance or may work on an as-needed basis. Part-time nonexempt employees are eligible for some, but not all, employee benefits described in this handbook.

### ***C. Administration of the Company Benefits***

All of the Company employee benefit programs are administered by the Company or its designated administrators. The Company reserves to itself and its administrators the exclusive authority and discretion to determine all issues of eligibility and all questions of interpretation and administration of each benefit.

The Company provides core group insurance coverage for eligible personnel. A summary plan description booklet will be provided upon enrollment. The Company will comply with applicable provisions of federal and state insurance laws and regulations. The cost of coverage is shared by the employee and the Company and depends upon the coverage you choose. Please contact the Human Resources department if you have questions regarding the group insurance plan. In the event of any increase in medical insurance premium rates, all employees may be required to contribute to the cost of increased premiums to retain coverage.

**Unemployment Compensation:**

The Company contributes to the Unemployment Insurance Fund on behalf of its employees. Employees make no contribution for this coverage. The Company pays the entire cost.

**Social Security:**

Social Security is an important part of every employee’s retirement benefit. The Company pays a matching contribution to each employee’s Social Security taxes.

**Worker's Compensation Insurance:**

As an employee, you are covered by a Workers' Compensation insurance program in the event you become ill or injured because of your work. The Company pays 100% of the premiums. Benefits will be provided in the event that you suffer an injury or illness arising out of or in the course of employment.

The Company is concerned for your safety, and it is important that you help to curtail accidents during your employment. To ensure your physical well-being and the correct processing of claims, it is extremely important that you notify your Manager immediately of any injury that occurs during or because of employment, no matter how slight. Employees who either have an accident or are witnesses to an accident are responsible for reporting it on the day it occurs.

Our Workers' Compensation insurance covers the cost of your medical care. You may also be eligible to receive temporary or permanent disability benefits, or vocational rehabilitation services depending upon the nature and severity of the illness/injury.

The "Notice of Compensation Carrier" is posted. This posting notifies you of benefits, first aid procedures, and emergency telephone numbers, as well as the name of the Company's insurance carrier. Workers' Compensation fraud drives up the cost of providing this valuable insurance to everyone. Workers' Compensation fraud is a crime. Any employee participating in a fraudulent claim shall be subject to prosecution.

If medical attention is required because of a work-related injury, any time away from work for medical appointments will not be paid. However, you may elect to use any available accrued vacation or sick time for this lost time. If you have any questions in regard to Workers' Compensation benefits, please contact your Manager in Charge or Human Resources.

***D. Business Travel***

Travel for Company purposes shall be properly pre-authorized, reported, and reimbursed; under no circumstances shall expenses for personal travel be charged to, or be temporarily funded by the Company, unless otherwise approved by the Owners. It is the traveler's responsibility to report his/her actual travel expenses in a responsible and ethical manner, in accordance with the regulations set forth in the Policy. Any exceptions to the Policy must be submitted to the Director of Operations and Director of Human Resources for approval.

**Approval of Travel**

Travelers may not approve the reimbursement of their own travel expenses. Travel expenses must be approved by the traveler's supervisor. In addition, an employee shall not approve the travel expenses of an individual to whom he or she reports to either directly or indirectly.

**Payment of Travel**

Certain prepaid expenses such as transportation tickets and conference fees may be billed directly to the Company. Travelers are required to submit requests for travel to their supervisor for pre-approved travel expenses. The approved request for travel will be submitted to the RSC for registration, scheduling and processing.

**Transportation Expenses**

Transportation expenses shall be reimbursed based on the most economical mode of transportation and the most commonly traveled route consistent with the authorized purpose of the trip. Transportation tickets should be procured in advance in order to obtain any discounts offered by the carrier or negotiated by the Company.

**Air Travel**

Coach class or any discounted class airfare shall be used in the interest of economy. Travelers are free to make his/her own airline reservations (coach or discounted fare class) and later submit the expense for payment. Travelers must have prior approval from the Director of Operations and/or Director of Human Resources (DO and/or HR) for the travel arrangements and expenses before purchasing tickets.

Purchased airline tickets which are not used due to an employee's inability to complete the travel, and which are not subject to airline credit, will be charged back to the traveler as an expense and deducted from his/her next paycheck. Any exception to this policy is at the sole discretion of the Company.

**Automobile Travel**

The DO and/or HR must approve all Company vehicle travel which is outside of the normal scope of daily duties for above restaurant leaders. Above restaurant leaders assigned Company vehicles should refer to the Motor Vehicle Policy (March 2008) for instructions on typical daily travel.

- **Private Vehicles**

Travelers may use their private vehicle for business purposes if it is less expensive than renting a car, taking a taxi, or using alternative transportation, or if it saves time. Travel must be approved in advance by the DO and/or HR.

- **Surface Transportation Used in Lieu of Air Travel**

If advance approval has been obtained by DO and/or HR, a traveler may use surface transportation for personal reasons even though air travel may be the most cost effective mode of transportation. The cost of meals and lodging, parking, fuel, and taxis incurred while in transit by surface transportation may be reimbursed. Such costs shall not exceed the cost of airfare, based on the lower of the regular coach fare available for the location of travel from a standard commercial air carrier plus transportation costs to and from the terminals. The traveler must obtain the cost of the most effective mode of transportation prior to the travel occurring so that the traveler is aware of any cost limitations for reimbursement.

**Rental Cars**

A vehicle may be rented when renting would be more advantageous to the Company than other means of commercial transportation, such as using a taxi. Advanced DO and/or HR approval and reservations should be made whenever possible and a compact or economy model requested. The traveler is responsible for obtaining the best available rate commensurate with the requirements of the trip. The discount negotiated with car rental agencies by the Company should be requested when available. The Company will not accept any vehicle rental charges billed directly to the Company. **Note:** The Company does **not** reimburse for rental company damage waiver or insurance fees. Pre-approved rental car charges should be paid by the traveler and submitted for payment on an expense report.

**Hotel Rooms**

It is the traveler's responsibility to review all hotel policies prior to check-in. In the event that the traveler cannot agree to a hotel policy, (such as no smoking on hotel property), it is the traveler's responsibility to locate alternative lodging and make his/her own reservations and later submit the expense for payment. Reimbursement for such lodging will not exceed the direct bill rate negotiated with the hotel by the Company. The Company pays for room and tax only, and the traveler should be prepared to put a personal credit card or cash deposit on file at the hotel to cover any incidental expenses. Any damage to or theft of hotel property by the traveler that is direct-billed to the Company will be charged back to the traveler as an expense and deducted from his/her next pay check.

All employees traveling as representatives of the Company are responsible for conducting themselves in a professional manner at all times.

***E. Meal Policy***

Employee meals are to be eaten only in the designated break area. Orders will consist of standard menu items.

#### Team Members

Team Members who are in uniform during their shifts or thirty minutes after their shifts may receive 30% off meals. This policy also applies to Team Members who are on their breaks.

This does not apply to Team Members on their "off time", or their spouses, relatives or friends. Violations to this policy are considered "theft" and may result in termination and possible criminal action.

All Team Member orders must be rung up under the Manager-In-Charge's (MIC) observation. All discounted or free food must have Team Member and MIC's initials written on the receipt. The fountain beverages are provided free while on duty if consumed in the appropriate cup. All other drinks (i.e. milk, juices, etc.) are full menu price.

#### Assistant Managers and Managers

Assistant Managers and Managers receive meals free while on duty. This does not apply to spouses, relatives or friends. Violations to this policy are considered "theft" and may result in termination and possible criminal action.

Assistant Managers and Managers must initial all of their food and drink receipts. The fountain beverages are provided free while on duty if consumed in the appropriate cup. All other drinks (i.e. milk, juices, etc.) are full menu price.

### F. Leaves of Absence

The Company may grant leaves of absence to employees in certain circumstances. It is important to request any leave in writing as far in advance as possible. If the leave is a Family and Medical Leave Act leave, the correct forms must be obtained from the Human Resources department. It is important to keep in touch with your supervisor or the Personnel Department during your leave, and to give prompt notice if there is any change in your return date. If your scheduled leave expires and you have not contacted your supervisor or the Human Resources department, the Company will assume that you do not plan to return and wish to terminate your employment. If you are unwilling or unable to return to work at the conclusion of any leave, your employment may be terminated.

- Personal Leave of Absence

A personal leave of absence without pay may be granted at the discretion of the Company. A personal leave of absence can affect your benefit plan coverage. Ask your supervisor for information.

It is understood that you will not obtain other employment while you are on a leave of absence. Acceptance of other employment while on leave, unless otherwise agreed to in advance, will be treated as a voluntary resignation from employment at the Company.

- Military Leave of Absence

The Company grants full and part-time employees who are members of the United States Uniformed Services leaves of absence to fulfill military obligations and reemployment rights following separation from service, in accordance with state and federal law. Employees requiring leave must provide their supervisor with advance notice of the need for leave, unless notice is impossible or prevented by military necessity.

- Jury Duty

In the event you are summoned for jury duty, BarKogi will grant you up to one paid week of time off to serve on the jury. In order for jury duty to be paid time off, you must notify your supervisor and provide Human Resources with a notice from the court for each day that you serve. If you are required to serve on a jury for more than one week, consult with Human Resources. While on jury duty, you must report to work when not required to report to the Court on any scheduled workday. Also, if you are excused from Court early on any scheduled workday, you must return to work.



- Parental Leave

After 90 days of service, BarKogi provides two weeks time off to the non-birth parent for the birth or adoption of a child. This requires supervisor approval and must be taken within 6 months of the birth or adoption. This paid time off runs concurrently with FMLA leave.

- Bereavement Leave

You may take up to three days off, to attend to affairs related to a death in your immediate family. Immediate family members (step and in-laws included) are identified as: parent, spouse, child, sibling, grandparent, grandchild, legal guardian.

- Family and Medical Leave Policy

Employees employed for one year or more *and* who have worked at least 1,250 hours in the preceding year may qualify for a maximum of twelve weeks of leave per year for one, or more, of the following reasons:

- ☐ The birth of the employee's child, and in order to care for the child during the first year of birth;
- ☐ The adoption of a child by the employee, or the placement of a child with the employee for foster care, and in order to care for the child during the first year of placement;
- ☐ To care for a spouse, child or parent who has a serious health condition or due to the employee's own serious health condition<sup>1</sup>.
- ☐ When an immediate family member (spouse, child or parent) is a retired member of the Armed Forces, reservist or member of the National Guard who is ordered to active military duty, in order to make necessary arrangements for the absence.

Employees who are the spouse, son, daughter, parent, or next of kin of a member of the United States armed services who is recovering from a serious illness or injury sustained in the line of active duty may be entitled to up to twenty-six (26) weeks of leave in a single twelve (12) month period to care for the service member.

- Eligibility Requirements

In order to be eligible for family/medical leave, you must:

- ☐ Have at least one (1) year of service.
- ☐ Have worked at least one thousand two hundred fifty (1250) hours during the twelve (12) months immediately prior to the date requested for leave.

Leave requests by employees who do not meet these eligibility requirements for Family and Medical Leave may be granted by the Company at its sole discretion, in which case there is no guarantee of reinstatement at the conclusion of the leave.

- Requests for Family and Medical Leave

All requests for Family and Medical Leave (or extensions) must be submitted on a Status Change and FMLA Request form for final approval. If the need for the leave is foreseeable, you must provide at least thirty (30) days advance notice. If unforeseeable, leave requests must be made as soon as practicable under the circumstances.

- Medical Certification

If you need to request a leave due to your own serious health condition, or to care for a child, spouse, or parent who has a serious health condition, your request must be accompanied by a "Medical Report" form that may be obtained from the Human Resource Department. This certification must be completed by the health care provider responsible for your own or a family member's treatment. Failure to return the form within fifteen days from your leave request may result in denial of leave, or loss of rights under this policy.

If the certification is incomplete or insufficient, the Company will inform you in writing of the additional information needed and give you seven (7) days to resolve the deficiency.

After providing you the opportunity to resolve any deficiencies in the certification, the company may contact your healthcare provider for two purposes only: clarification and authentication of the medical certification.

The employer's representative contacting your healthcare provider must be a human resource professional, a leave administrator, or a management official, but in no case may it be your direct supervisor.

You are not required to permit your healthcare provider to communicate with the Company. However, if you deny the Company permission and do not otherwise clarify an unclear certification, the Company may deny the designation of FMLA leave.

If your leave exceeds thirty (30) days, or you ask for an extension of your leave, you may be required to provide additional medical certification of your inability to work. the Company may require you to obtain a second or third medical opinion. If a second or third medical opinion is requested, the Company will pay for the examination fees.

- Scheduling of Leave

If the leave is for the care of a child after birth or adoption, you must complete the leave within one (1) year of the birth or adoption.

Family Leave and Medical Leave may be taken intermittently or on a reduced schedule if it is medically necessary to care for a spouse, parent, or child with a serious health condition or for your own serious health condition. Leave for the birth or adoption of a child or placement of a foster child may be taken in amounts approved by the Company. You may be temporarily transferred to an alternative position with equivalent pay and benefits that better accommodates a reduced or intermittent schedule. Intermittent leaves, reduced schedules, and leaves that are foreseeable must be scheduled in a manner that will minimize disruption to operations.

- Maximum Duration of Family Leave and Medical Leave

Your leave will be counted as part of your entitlement to family and/or medical leave under the Family and Medical Leave Act ("FMLA") and the Family Rights Act ("FRA") of the State. Under most circumstances, you will be granted a maximum of twelve (12) weeks of FMLA or FRA leave during any twelve (12) month period. For the purpose of calculating the twelve (12) week maximum, any other Family and Medical Leave taken during the twelve (12) month period will be included. The "twelve (12) month period" will be measured backwards from the date you use any Family and Medical Leave. A leave to care for a child after birth or adoption may be limited to less than twelve (12) weeks if your spouse is employed by the Company and is also taking Family and Medical Leave to care for this child.

- Outside Employment

If you are eligible and your leave is approved, you may not be employed with any employer, other than the Company during your leave. Outside employment during your leave will result in immediate termination

- Use of Paid Leave

An employee going on leave must utilize all sick and vacation time as part of his/her leave period, and will receive all normal and customary pay for sick leave and vacation time used. However, if these benefits are exhausted prior to the end of the leave, the remainder of the leave will be without pay.



- Continuation of Health Insurance

The Company will continue its normal contribution toward your health insurance premium for a maximum of twelve (12) weeks during any FMLA or FRA leaves taken during any twelve (12) month period. You are required to continue to make your normal premium contribution during the entire leave. Any insurance payment for which you are responsible must be made to the Company. Failure to make such payment will result in the cancellation of your insurance.

If you elect not to return to work after the expiration of your leave, you may be required to reimburse the Company for all health insurance premiums paid by the Company during your leave.

- Other Benefits Cease Accruing

You are not eligible for holiday pay during your leave. In addition, you will not be eligible to earn sick or vacation time until you return to work. However, your leave will not be deemed a break in your length of service.

- Reinstatement

When you are able to return to work, you should give the Company at least two (2) weeks notice. This is important so that your return to work is properly scheduled. Upon your return, a doctor's certificate stating that you are physically able to return to your normal duties will be required.

You should understand that you have no greater right to reinstatement or to other benefits of employment than if you had continued to work during your leave. On that basis, the Company will reinstate you to your former job or an equivalent position if you return from your Family and Medical Leave within twelve (12) weeks, unless you would not otherwise have been employed if leave had not been taken.

- Pregnancy Disability Leave

Pregnancy disability leave begins on the first day that the employee's health care provider certifies she is unable to work and ends when her health care provider certifies she is able to return to work, or after a total of four months of leave, whichever occurs first. Family leave to care for a newborn child may be available following pregnancy disability leave. If requested leave qualifies for FMLA leave and leave under state law, the leave used counts against the employee's entitlement under both laws unless otherwise prohibited.

Employees are encouraged to direct any questions regarding the limitation and conditions that apply under this policy to the Human Resources department.

### **G. Working Hours, Rest and Meal Breaks**

Normal operating hours at the Company may vary. If you are a non-exempt employee, your supervisor will assign your scheduled work hours. Exempt employees are expected to work as much of each workday as is necessary to fulfill their job responsibilities.

All employees are encouraged to take their breaks in the restaurant in designated areas only. Uniforms should not be worn when taking breaks. During breaks, you are to stop working and may leave your work area. The supervisor will specify the time and place of the break. One ten (10) minute break is permitted when employees work over four (4) hours but less than eight (8) hours. Non-exempt employees are given a thirty (30) minute unpaid lunch period, which is not included in your regular or overtime work hours.

Non-exempt employees are expected to observe assigned working hours and the time allowed for lunch and rest periods. Non-exempt employees may not leave the premises during rest periods and should not take more than ten (10) minutes for each rest period. Non-exempt employees may leave the premises during a lunch period.

The workweek begins on Saturday and ends on the following Friday for all employees. It is the employee's responsibility to accurately record hours worked. The Company recommends that employees save the clock time receipts for the purpose of payroll discrepancies. The Company will promptly adjust any errors made on your paycheck.

#### **H. Overtime Compensation**

The Company provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law. Prior authorization from your Manager must be obtained before working any overtime. Your supervisor will also notify you when overtime work is required. All overtime is paid after a 40-hour workweek unless otherwise required by state law. Overtime is rarely authorized. Authorized overtime is scheduled only by a Manager.

You are required to work all overtime requested. Overtime requests will be made to you through your supervisor and overtime must be recorded. No supervisor is authorized to ask an hourly employee to work "off the clock" without pay. Employees may not "volunteer" to work in any fashion without being paid for their time. Overtime is to be authorized in advance by your supervisor. Failure to obtain authorization may result in disciplinary action, up to and including dismissal. Please let Human Resources know if you are being asked to work "off the clock".

#### **I. Paydays**

The payroll period is one workweek (7 days) long. It begins on Saturday and ends on Friday. Payday is on Saturday the week following the end of the payroll period. All employees must sign a roster sheet upon receipt of their check to verify that the check has been received. As per state law, BarKogi complies with court orders in connection to garnishments from employee paychecks as directed by the proper authorities. You will be notified of any court-ordered payroll deduction. Each employee is responsible for any personal status changes that affect paychecks. Report any change in your name, address, telephone number, etc to your manager. To update tax filing status, a new W-4 has to be completed. Upon termination or resignation, final paychecks will be issued during the next regular pay cycle, unless state laws dictate otherwise.

Direct any questions you may have regarding your paychecks to your immediate supervisor or the Payroll Department.

**If your check is lost there will be a \$35.00 stop payment fee charged to the employee.** Under these circumstances only, the Manager in Charge is to cash the check at the restaurant deducting the \$35.00 charge to cover bank fees. This process takes 2-4 business days to complete. If you inadvertently wash or damage your check in any way not acceptable to your bank, return that damaged portion to your Manager in Charge and a new check will be issued in 2-4 business days.

All payroll adjustments not received on the pay period prior to the effective day of change will be made as soon as practicably possible after receipt by the Payroll department. All hourly adjustments after the end of a pay period will be adjusted as soon as practicably possible.

#### **Deductions**

The following deductions will be made from your gross wages earned during a given pay period and will be shown on your paycheck:

- Federal income tax (mandatory)
- State income tax (where applicable)
- Social security tax (FICA) (mandatory)
- Medicare (mandatory)

State disability (where applicable)

You will be required to complete a payroll deduction form to authorize the Company to make any other payroll deductions.

#### **J. Tip Reporting and Procedures**

For tipped employees: All the tip you receive, whether in cash or included in a credit card transaction are taxable income to you. You are required, by federal law, to report and record your actual tips for each shift.

- The tipping system will be determined by management.
- At the end of each shift, the amount of credit card tips and total tips less any tips shared with any other employees will be recorded with a manager on duty.

#### **K. W-2's**

You will receive an annual Wage and Tax Statement (IRS Form W-2) for the proceeding year. If you believe that deductions are incorrect for any pay period, or are incorrect on the W-2, check immediately with the Payroll department. If you move, it is your responsibility to contact the Human Resources Department to report your new address. Requests for duplicate W-2s need to be in writing and faxed to payroll for processing.

You may ask the Human Resources/Payroll Department any questions you have regarding your paycheck, deductions made, hours shown, etc.

#### **L. Wages and Salaries**

If during your employment the Company considers wage increases for any or all employees, your pay may or may not be increased depending on your:

- ☐ performance
- ☐ length of time in the position
- ☐ salary range limitations
- ☐ criteria set for the particular salary review

#### **M. Scheduling**

Scheduling are prepared to meet the work demands of the restaurant. As the work demands change, management reserves the right to adjust working hours and shifts. Each employee is responsible for working their shifts. Weekends are our most crucial shifts.

Schedules are posted weekly or biweekly.

- Requests for specific days off that vary from your normal availability must be submitted in writing at least 2 weeks in advance. All schedule requests are subject to management approval.
- If you need a day off after the schedule is written, you will be required to find your own replacement whose skills are comparable to your own. These schedule changes must be reported to and approved by a manager.

#### **N. Requesting Time Off**

Every employee will need some time away from work to meet personal needs. These needs can be as pleasant as a vacation, or as important as time to care for your personal health. However, time away for one employee usually means work for another or important work left undone. That is why the Company has a procedure for requesting approval for planned time off.

Planned time off includes any situation that you know might prevent attendance at work or needs to be scheduled, i.e., vacation reservations, doctor's appointments, moving day, etc. If you are aware of any situation that might prevent your attendance at work, submit a request form to your supervisor who will review your request and give approval if:

1. workload allows
2. another staff member has not put in a previous request for the same time
3. you have not had excessive absences

Most hourly employees do not accrue vacation times but may request time off without pay. You should only take time off without advanced approval when a personal illness or personal emergency occurs after you have left work on the previous day. If this happens, you are to call in as soon as possible, but no later than two hours before being scheduled to work. The Company will attempt to approve all reasonable requests.

#### **O. Reporting to Work**

We suggest that you arrive 10-15 minutes before your shift begins so that you have time to get settled and ready for your shift. You must be at your work area at your scheduled time. The manager on duty must authorize a starting time that is earlier than your scheduled time.

Employees are considered tardy if you fail to clock in within 5 minutes of your scheduled start time. If you determine that you will be late, you must call the manager on duty to report your delay. Excessive tardiness may result in disciplinary action, up to and including termination.

All employees who are paid by the hour must punch in and out on the time clock. No hourly employee is permitted to work if he/she is not punched in on the time clock. It is the employee's responsibility to punch in and out in order to maintain accurate records.

All employees are given a PIN number upon hire for entering their time on the time clock. Employees are not permitted to use another employee's pin number for any reason.

#### **P. Employee Files**

The information recorded in your personnel file is extremely important to you and to the Company. It is your responsibility to make sure that the personal data in the file is accurate and up to date. Immediately report, in writing, any change of address, phone number, etc. to the Human Resources department.

Current employees of the Company are allowed to inspect their personnel file on the premises of the Company at a scheduled time mutually convenient for the employee and the Company. If you want to inspect your personnel file, discuss it with the Human Resources department. You may add, to your file, your version of any disputed item in your personnel file.

#### **Q. Open Door Policy**

At some time or another, you may have a complaint, suggestion, or question about your job, your working conditions, treatment you are receiving, etc. Your suggestions for improving the Company's operations are always welcome. Your complaints or questions are also of concern to the Company. For issues other than prohibited harassment and discrimination, we ask that you take your concerns first to your Manager in Charge, following these steps:

1. Bring the situation to the attention of your Manager in Charge (MIC) or Restaurant General Manager who will investigate and provide a solution or explanation.

2. If the problem is not addressed in a reasonable period, you may put it in writing to your Area Coach or the Human Resources department or their designee.

Please consider the Open Door Policy your right and responsibility. Your front line position makes your comments invaluable. If your immediate supervisor is in the best position to respond to you, please speak to him/her in person. In addition, you may call anyone in a management position.

Nothing in this Open Door Policy is intended to, or should be taken to limit the employment-at-will relationship between you and the Company. Either you or the Company can terminate your employment at any time with or without "cause" and with or without advance notice.

#### **XI. Arbitration Agreement**

To resolve disputes, which might otherwise become civil court cases, you are required as a condition of employment to agree that the following disputes will be submitted to final and binding arbitration before a neutral arbitrator and not to any court:

1. Claims of unlawful harassment or discrimination, which cannot be resolved by the parties or during an investigation by an administrative agency (such as the state's Civil Rights Division or the Equal Employment Opportunity Commission).
2. Claims of unfair demotion or reduction in pay.
3. Claims of wrongful discharge or termination.
4. Any claims of breach of contract or tort claims arising out of your employment or termination with the Company, including, but not limited to, defamation, intentional infliction of emotional distress, intentional interference with contract, or right to privacy.

You begin the arbitration process by delivering a written request for arbitration to the Company within the time limits, which would apply to the filing of a civil complaint in court. A late request will be void.

If we are unable to agree upon a neutral arbitrator, we will obtain a list of arbitrators from the American Arbitration Association. The arbitrator shall be bound by the provisions and procedures set forth in the current Model Employment Arbitration Procedures of the American Arbitration Association. The arbitrator shall have the authority to order any legal and equitable remedy, which would be available in a civil or administrative action on the claim. You and the company agree that the arbitrator's fee and any other type of expense unique to the arbitration will be shared equally by you and the company. The parties will pay their own attorneys' fees unless the arbitrator awards such fees as may be authorized by a statute or contract at issue in the dispute.

This arbitration shall be the exclusive means of resolving any dispute(s) listed in this agreement and no other action will be brought in any court or administrative forum. However, nothing in this agreement will affect National Labor Relations Board proceedings, or prohibit an employee from filing an administrative complaint with an applicable federal or state agency.

If any court of competent jurisdiction declares that any part of this Arbitration Agreement is illegal, invalid or unenforceable, such a declaration will not affect the legality, validity or enforceability of the remaining parts of the Agreement, and the illegal, invalid or unenforceable part will no longer be a part of the Agreement.

This agreement is a waiver of all rights to a civil jury trial for a disputed termination, demotion, and/or a claim for unlawful harassment or employment discrimination, and/or a claim for breach of contract or any tort claim arising out of your employment or termination with the company.



## **XII. Standards**

### **A. Dressing and Grooming:**

All employees must be in appropriate dress at the time they clock in and at all times while on duty. Upon start of shift, your attire will be inspected to ensure appropriate dress. Any deviations may require you to leave the restaurant prior to starting your shift to make corrections. You may return after the corrections have been made and you are 100% compliant to the dress attire. Work attire must be laundered, presentable, and wrinkle-free.

For your safety and comfort, you must wear enclosed black shoes that have slip-resistant soles, and that are easy to clean and maintain. For safety reasons, open-toe, open-back, cloth shoes, clogs, sandals, or high-heeled shoes are not allowed while working.

### **B. Appearance Guidelines**

Employees must maintain a high standard of personal hygiene and grooming when reporting to work. Exposed cuts, blemishes or lesions are to be bandaged supplied by the Company and, if on the hands, you are also required to wear vinyl surgical-type gloves. Hands are to be washed with soap and hot water before handling food.

Long hair must be restrained. Facial hair should be neat and well trimmed.

Jewelry that may be hazardous around equipment must not be worn. Nose rings or any other body jewelry are not allowed to be worn while at work. Fingernails are to be neat and clean-trimmed. Clothing must cover tattoos. Any violations of this policy may result in disciplinary action up to and including termination.

### **C. Attendance and Punctuality**

All employees of the Company are expected to be punctual and regular in attendance. Any tardiness or absence causes problems for your fellow employees and your supervisor. When you are absent, others must perform your workload, just as you must assume the workload of others who are absent. In order to limit problems caused by absence or tardiness of an employee, the Company has adopted the following policy that applies to absences of non-exempt employees not previously approved by the Company.

If you are unable to report for work on any particular day, you must call your supervisor at least two (2) hours before the time you are scheduled to begin working that day. If the shift is a morning shift, before 10:30 a.m., you must call your supervisor before 10:00 p.m. the night before.

If you call-in less than two (2) hours before your scheduled time to begin work (or later than 10:00 p.m. the night before if your shift is scheduled to start before 10:30 a.m.), you will be considered tardy for that day.

Absent extenuating circumstances, you must call in on every/any day you are scheduled to work and will not report to work. More than three instances of tardiness by any employee during any twelve (12) month period are considered excessive. Any unexcused absence is considered excessive.

If any employee fails to report for work without any notification to a supervisor and the absence continues for one scheduled work day, the Company will consider the employee to have abandoned employment and to have voluntarily terminated. If any employee leaves work without any notification or permission

from a supervisor, the Company will consider the employee to have abandoned employment and to have voluntarily terminated.

No absences covered by the Family and Medical Leave Act or that are reasonable accommodations under the Americans with Disabilities Act will result in disciplinary action against an employee.

### **XIII. Workplace Violence**

Safety and security of employees is of vital importance to the Company. Acts or threats of physical violence, including intimidation, harassment and/or coercion, which involve or affect the Company, or which occur on company property, will not be tolerated. The prohibition against threats and acts of violence applies to all persons involved in the operation of the Company including, but not limited to the Company personnel, contract and temporary workers and anyone else on the Company property. Violations of this policy, by any individual, may result in disciplinary and/or legal action as appropriate.

Workplace violence is any intentional conduct which is sufficiently severe, offensive or intimidating to cause an individual to reasonably fear for his/her personal safety or the safety of his/her family, friends and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created for one or several Company employees. Examples of workplace violence include, but are not limited to, the following:

1. Threats or acts of violence occurring on Company premises, regardless of the relationship between the Company and the parties involved in the incident.
2. Threats or acts of violence occurring off Company premises involving someone who is acting in the capacity of a representative of the Company.
3. Threats or acts of violence occurring off Company premises involving an employee of the Company who is a victim if the Company determines that the incident may lead to an incident of violence on Company premises.
4. Threats or acts resulting in the conviction of an employee or agent of the Company or, of an individual performing service for the Company on a contract or temporary basis, under any criminal code provisions relating to violence or threats of violence which adversely affect the legitimate business interests of the Company.

Specific examples of conduct, which may be considered threats or acts of violence under this policy include, but are not limited to the following:

1. Threatening physical or aggressive contact directed toward another individual.
2. Threatening an individual or his/her family, friends, associates or property with physical harm.
3. The intentional destruction or threat of destruction of Company property or another's property.
4. Harassing or threatening phone calls.
5. Surveillance.
6. Stalking.
7. Veiled threats of physical harm or like intimidation.

Workplace violence does not refer to occasional comments of a socially acceptable nature. Rather, it refers to behavior that is personally offensive, threatening or intimidating. Any person who engages in a threat of violent action on Company property may be removed from the premises as quickly as safety permits and may be required, at the Company's discretion, to remain off Company premises at least pending the outcome of an investigation into the incident. Violation of this policy will result in discipline up to and including termination. The Company will make the sole determination of whether, and to what extent, threats or acts of violence will be acted upon by the Company. In making this determination, the Company may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis



to believe that violation of this policy has occurred. No provision of this policy shall alter the at-will nature of employment at the Company.

#### **XIV. Drug Testing Policy**

The Company has a responsibility to all of its employees to provide a safe workplace and a responsibility to the public to ensure that their safety and trust in the Company are protected. Therefore, the Company prohibits the following behavior by employees while on the Company premises or performing the Company business at any location.

- ☐ Use of illegal drugs or prescription drugs obtained illegally.
- ☐ Abuse of legal (prescription or over-the-counter) drugs.
- ☐ Sale, purchase, transfer, manufacture or possession of controlled substances.
- ☐ Arrival for work, or working under the influence of drugs/alcohol. "Under the influence" means the presence of an illegal drug or controlled substance in the hair or body fluids at levels of detection above the lowest cutoff levels established by the analytical methods of the Company testing laboratory.

Violation of this policy will result in reassignment, discipline or discharge, or the Company, in its sole discretion, may allow an employee who test positive for drugs/alcohol a single opportunity to complete an approved rehabilitation program. Employees who fail to complete such a rehabilitation program or who test positive for drugs/alcohol a second time will be discharged.

A drug-screening test can be an effective means by which to identify those in need of counseling, treatment, or disciplinary action. The Company drug testing program is intended to supplement, not replace, other means by which the use of drugs/alcohol can be detected. The Company reserves the right to engage in other means to detect the use or possession of controlled substances such as workplace searches.

#### **Procedure**

Drug tests of all employees are required as outlined below.

1. Following an accident, an incident in which safety precautions were violated or unusually careless acts were performed.
2. Reasonable suspicion of employee impairment.
3. Randomly as part of a follow-up to the Company approved rehabilitation treatment or counseling program.
4. A refusal to submit to drug/alcohol testing procedures or a failure to cooperate with the implementation of this policy and the Company efforts to maintain a drug free workplace may result in discipline, up to and including discharge.
5. Drug urine screening tests will be conducted at the Company expense during working hours at a certified laboratory designated by the Company. Transportation of employees to and from the testing site will be provided, also at the Company expense. Medical personnel will collect test samples with due regard for employee privacy and an initial enzyme multiplied immunoassay test (or comparable test) will be conducted on the sample. Initial positive results will be confirmed by gas chromatography mass spectrometry or an equally reliable testing method. Test results of the Company designated laboratory are considered final.
6. Drug oral fluid testing will be conducted at the Company expense during working hours when laboratory testing is unavailable or when the Company deems the testing necessary. A Company representative will ask the employee (in view of a witness and/or security camera) to open the testing kit and provide an oral sample. The employee will be asked to seal the package and write his/her name on the package, verifying the chain of custody. The employee will give the sealed testing kit to the Company representative to mail. Initial positive results will be confirmed by liquid chromatography mass spectrometry or an equally reliable testing method. A medical

review officer (MRO) will verify the test results and communicate them to the Company. Test results of the designated MRO are considered final.

7. Drug tests may screen for the following substances or their metabolites: alcohol, amphetamines, barbiturates, benzodiazepines, cannabinoids, cocaine, methadone, opiates, propoxyphene, phencyclidine, and methaqualone. Employees tested should notify laboratory personnel of information that could affect test results, including identification of currently or recently used prescription or nonprescription drugs.

Confidentiality:

One designated person in the Company will receive all reports of test results. This person will notify only those Company employees or agents who have a need to know about the test results. Individuals tested may, upon request, receive a copy of their test results. Information regarding test results will not be provided to any other persons without the written consent of the individual tested, except as allowed or required by law.

Use of Results:

The Company will take action on a confirmed positive test result only after receiving a report from its designated MRO (medical review officer) or testing laboratory. Detection of controlled substances or alcohol is grounds for immediate dismissal of an employee. Upon request, the employee or applicant will be given an opportunity to explain, in a confidential setting, a positive test result, and the presence of any drug in his/her system and to substantiate the explanation with medical evidence.

In keeping with Company philosophy, every effort will be made to help the employee deal with a drug/alcohol problem. However, if this effort fails or is inappropriate under the circumstances, then appropriate disciplinary action will be instituted. The Company reserves the right to impose discipline, including discharge, on any employee who violates this policy. Any disciplinary decision will be communicated in writing to the employee and will be accompanied by a copy of the test results.

**XV. Access to Electronic Media**

The Company retains the right to access and review any information or communication created or stored on electronic equipment provided at or by the Company, including but not limited to electronic files, e-mail, communication links, etc. Employees should not be using cell phones to call or text while at work. Cell phones should be put away while at work.

The Company may, at its' discretion, monitor the use of electronic communications to insure there is no misuse or violation of Company policy or existing State and Federal laws. Employees may not access the electronic communications of the Company, other employees or third parties, unless required to do so to perform their job duties or as directed to do so by management.

Employees are not to communicate confidential or sensitive information or any trade secrets over cellular phones, cordless phones, portable computers, fax communications or any other device.

Employees may not create or access Web sites or other electronically transmitted messages, which may violate another persons' right to a workplace free from sexual harassment, harassment for any issue or circumstance protected by law, discrimination or threats of violence.

To prevent computer viruses from being transmitted through the company's computer system, unauthorized downloading of any software is strictly prohibited. Only software registered through the Company may be downloaded.

Prohibited Email and Communication Activities:

- ☐ Utilizing company e-mail for personal use. Company e-mail should be used for company business only. Your company e-mail should only be given out for business purposes.

- ☐ **Sending** unsolicited email messages, including the sending of “junk mail” or other advertising material to individuals who did not specifically request such material (email spam).
- ☐ **Any form of harassment via email, telephone or paging**, whether through language, frequency, or size of messages.
- ☐ **Unauthorized use, or forging, of email header information.**
- ☐ **Solicitation of email for any other email address, other than that of the poster’s account, with the intent to harass or to collect replies.**
- ☐ **Creating or forwarding “chain letters”, “Ponzi” or other “pyramid” schemes of any type.**
- ☐ **Posting the same or similar non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam) or blogs.**
- ☐ **The use of cameras or cellular phones with cameras is not permitted on the premises.**

Telephone Usage:

In emergency situations, the restaurant telephone may be used by employees and on duty law enforcement officers but only with the permission of your supervisor. Calls should be limited to two (2) minutes. Calls to Team Members on duty are not permitted except in case of emergency. The supervisor will take messages for Team Members. Any personal long-distance emergency calls must be charged to your home number. Misuse of Company telephones, computers, or other equipment is a violation of Company policy and will result in corrective action, up to and including termination.

In other cases of emergency where use of the phone is required, the supervisor will make the call needed for the person(s) requiring help and in no case will anyone else be allowed back area access for such purposes.

The Company reserves the right, at any time, and without prior notice, to inspect any and all Company property or facilities to ensure that Company policy is being followed. Such inspections may be conducted during or after business hours and in the presence or absence of any employee.

Radios, MP3 Players, Cell Phones:

Employees are cautioned that the use of personal radios, I-Pods, any other MP3 player, or cell phones is forbidden while working in the restaurant. The Company focus is guest services. Electronic media players and cell phones distract from providing quality service to our guests. Managers will ask the employee to remove the electronic device on the first offense. Managers may confiscate any electronic device if the warning is not taken seriously. Continued disregard for this policy will result in disciplinary action.

Personal Property:

The Company is not liable for loss or damage to personal property. Care should be taken in securing your belongings. Any personal property, including purses, wallets, vehicles, etc. is the employee’s responsibility.

**XVI. Loitering**

You are expected to report instances of loitering to your supervisor. Loitering is not allowed inside the restaurant or on the property surrounding it. Loitering includes presence on Company property by anyone who is not a guest, a supplier, an employee or a service person. Anyone loitering will be asked to become a guest or to leave the premises. This policy applies to employees, their friends and families as well as

other non-employees. Employees may not arrive or remain on the premises for more than thirty (30) minutes before or after their shift.

#### **XVII. Non-Employee Access**

Only employees who are in uniform and scheduled to work may go behind the front counter.

Persons announcing themselves at the front counter as present on official business such as to inspect the restaurant or to conduct warranted investigations are to be referred to the Manager in Charge. The identification of such persons will be verified by the supervisor, including making any phone calls felt necessary to the agency or company the individual claims to represent.

#### **XVIII. Smoking, Food, Gum and Tobacco**

We always want to give our best presentation while serving our guests. In order that we do not give guests the wrong perception that we are eating while preparing their food, we do not allow eating, chewing gum or using tobacco of any kind while on duty. Smoking is banned in and within 20 feet of any enclosed area.

#### **XIX. Solicitation/ Distribution of Literature**

In order to maintain and promote efficient operations, discipline and security, the Company has established rules applicable to all employees, which govern solicitation, distribution of written material and entry onto the premises and work areas. All employees are expected to comply strictly with these Company rules.

These rules will be strictly enforced. Any employee who is in doubt concerning the application of these rules should consult with his or her supervisor immediately.

1. No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom such activity is directed.
2. No employee shall distribute or circulate any written or printed material in work areas at any time, or during his or her working time or during the working time of the employee or employees at whom such activity is directed.
3. No employee shall enter or remain on Company premises for any purpose except to report for, be present during, and conclude a work period. Non-exempt employees should not report to work more than thirty (30) minutes before they are scheduled to begin work and should not remain on the premises more than thirty (30) minutes after the work schedule for the day is completed.
4. Under no circumstances will non-employees be permitted to solicit or distribute written material for any purpose on Company property.

#### **XX. Confidentiality of Information**

All financial information and all information, including policies and procedures and personnel information of any restaurant owned and operated by the Company, which may constitute trade secrets of the Company, is confidential and may not be disclosed to anyone, even after the employment relationship ends. Employees are required to return all company documents upon termination.

Information covered by this policy may include, but is not limited to, verbal communication, photography, training aids, forms, documents, reports, videotapes or recordings.

Revealing trade secrets or financial information of the Company to anyone other than an employee of the Company without written approval will result in disciplinary action up to and including termination of employment and/or civil action.

#### **XXI. Safety Policy**

The Company is firmly committed to maintaining a safe and healthy working environment free from recognized hazards that may cause injury. All employees of the Company are expected to be safety conscious on the job at all times. All unsafe conditions or hazards should be reported and/or corrected immediately. Company safety procedures must be followed at all times to ensure that Team Members and guests enjoy safe restaurant conditions.

All employees are required to observe all safety rules and procedures, properly use the safety equipment provided as required, practice safety at all times, not create any safety hazards and report all safety hazards to the supervisor immediately. You are to observe the safety rules contained in the safety program in every phase of your work. You are required to participate in the safety effort of the Company by working safely and attending and participating in safety sessions when offered. Incidents involving personnel are reviewed on a regular basis to identify any possible safety hazards. If you should have an accident or injury, report it to the Manager in Charge **immediately** no matter how insignificant it may seem. Your particular job requirements may include additional specific safety guidelines that you are required to observe and practice with no exceptions.

Employees are encouraged to identify present and potential health and safety problems without fear of retaliation or reprisal. Employees who fail to observe safety rules and practices may be subject to disciplinary action up to and including dismissal.

#### **XXII. Food Safety Policy**

Providing safe food to our guests is our first responsibility. Each employee is expected to learn and follow all of the Company's food safety policies and procedures.

Any willful violation of these policies or procedures could result in civil action against the employee and/or disciplinary action up to and including termination for the first offense.

#### **XXIII. Conflict of Interest**

Employees are required to avoid situations which give rise to actual or potential conflict of interest, or the appearance of a conflict of interest. The following guidelines provide general direction which will allow employees to seek further clarification on issues related to acceptable standards of behavior.

An actual or potential conflict of interest may occur when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative of that employee as a result of the Company's business dealings. It is also a conflict of interest for an employee or a relative of an employee to accept any kickback, bribe, substantial gift or special consideration as a result of any transaction or business dealings involving the Company. For the purposes of this policy, any person who is related by blood and marriage to an employee, or who lives with the employee, may be considered a relative.

An actual or potential conflict of interest may also occur when current employees engage in close personal relationships where one employee is in a position to affect the terms or conditions of



employment of the other employee. It is an actual conflict of interest for employees to use Company facilities, equipment, time or funds for personal affairs and such actions are strictly prohibited.

When circumstances or conditions exist which may create a potential conflict of interest or the appearance of a conflict of interest, the employee must report those circumstances to the Human Resources department so that action may be taken to protect the interests of the Company. Employees who engage in an actual conflict of interest or who fail to report potential conflicts of interest are subject to immediate termination.

#### **XXIV. Outside Employment**

The Company requires that you report any other job you have or may consider taking. We retain the right to determine if this outside job is in conflict with your position, scheduling, or ability to give us your best effort.

#### **XXV. Employee Rules of Conduct**

You are expected to behave in a professional and business-like manner at all times. In order to provide some guidance, the following are some examples of such acceptable conduct, including, but not limited to:

1. Behavior Standard: Maintain a positive work atmosphere by acting and communicating in a manner to get along with customers, clients, co-workers and management.
2. Reporting to work punctually, as scheduled, and being at the assigned workstation, ready for work, at the starting time.
3. Notifying the Manager in Charge should you need to be absent from work or are unable to report to work on time.
4. Complying with all performance/conduct and safety/security regulations.
5. Wearing the correct and complete dress attire for and in accordance with the work being performed.
6. Performing assigned tasks efficiently and correctly.
7. Treating fellow employees, guests and visitors in a professional, courteous, respectful and friendly manner at all times.
8. Maintaining a clean and organized work environment.
9. Obtaining specific approval from your manager before removing any Company property from the premises.
10. Refraining from behavior or conduct deemed offensive or undesirable, or which is subject to disciplinary action.
11. Refraining from cursing, insulting, or defaming another employee in any manner at any time while on Company property.
12. Leave all portable phones, radios, electronic media players at home or in your vehicle, as these items are not allowed in the restaurant during working hours.
13. Refrain from smoking or eating in unapproved areas or during unauthorized breaks, drinking and leaving unfinished drinks in unapproved areas, and from chewing gum.

You are expected to use sound judgment and respect the rights of fellow employees to a safe, comfortable, and congenial work environment. It is impossible to make a comprehensive list of all possible kinds of conduct that would be considered as inappropriate. The following definitions and classifications of violations, for which corrective counseling, performance improvement, or other

disciplinary action may be taken, are merely illustrative. This should not be considered an exhaustive or all-inclusive list. Disciplinary action, up to and including immediate termination, will be taken when addressing these violations. The nature and severity of the offense will be considered in determining disciplinary action to be taken.

#### **XXVI. Unacceptable Behavior/Misconduct**

As an employee, you are expected to use sound judgment and respect the rights of fellow employees to a safe, comfortable, and congenial work environment. It is impossible to make a comprehensive list of all of the possible kinds of conduct considered as inappropriate.

Employees who act in these or other unacceptable ways may be subject to disciplinary action up to and including dismissal. Examples include but are not limited to:

1. Excessive absences and/or tardiness or failure to come to work without sufficient explanation.
2. Failing to meet expected performance standards or unsatisfactory job performance.
3. Interfering with another employee's job performance.
4. Failure to observe work hours, such as scheduled starting and quitting times, break and meal periods, etc. Working overtime without authorization or refusing to work assigned overtime. Purposely giving wrong information when reporting hours worked or tasks completed, falsifying any document, or violations of wage or hours of work laws.
5. Performing unauthorized personal work on Company time.
6. Excessive, wasteful, abusive, unnecessary, or unauthorized use of Company supplies and/or equipment, particularly for personal purposes. Unauthorized use is considered theft.
7. Insubordination, including but not limited to, failure or refusal to obey the lawful request or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management.
8. Making derogatory racial, ethnic, religious or sexual remarks or gestures, any violation of the Anti-Harassment and Anti-Discrimination policy, or using profane or abusive language at any time on Company premises or during work time.
9. Mistreatment of guests or co-workers.
10. Failure to ring up any transaction immediately.
11. Improper cash handling and violations of Cash Policies. Removing money, equipment or other items of value from the premises without approval.
12. Improper use of customer's credit/debit cards.
13. Any deliberate or willful infraction of Company rules or policies and procedures. Protecting others or cooperating with those who break these and other policies or commit illegal acts.
14. Provoking a fight or fighting (assault) on Company premises.
15. Any act which might endanger the lives or safety of others, or any violation of any safety, health, security or Company policy or procedure.
16. Bringing firearms or weapons onto Company premises.
17. Consuming, possessing, or being under the influence of alcohol and/or drugs during working hours or at any time on company property.
18. Using alcoholic beverages and/or drugs while engaged in Company off-premise business or while in Company uniform, except where authorized.
19. Stealing, destroying, abusing or carelessly damaging Company property, tools, or equipment or the property of another employee or guest.
20. Failing to maintain the confidentiality of Company information or trade secrets.
21. Falsifying employment, hours worked, or any other Company records, or filing a fraudulent injury-on-the-job claim.



22. Failing to comply with the Company's drug testing program. Unwilling to submit to a drug test as instructed such as after an on-the-job injury claim or for random issues.
23. Violating the company's nondiscrimination and/or harassment policy.
24. Soliciting employees or guests for organization membership, gratuities, donations or loans or similar activity in connection with any outside organization during your working time or the working time of the employee solicited.
25. Participation in horseplay or practical jokes on Company time or on Company premises.
26. Unreported absence of one scheduled work day.
27. Unauthorized use of company equipment, time, materials, facilities, or the Company name.
28. Misuse of Company email or delivery services, telephones, email or the internet.
29. Recording the work time of another employee; or allowing any other employee to record your work time; or allowing falsification of any time card, either your own or another's.
30. Sleeping or malingering on the job.
31. Engaging in criminal conduct whether or not related to job performance.
32. Causing, creating or participating in a disruption of any kind during working hours or on Company property.
33. Distributing unauthorized literature or any written or printed material during working time or in work areas. ("Working time" does not include your meal and break periods)
34. Failure to notify your supervisor in a timely manner when you are unable to report to work. Improperly calling a supervisor to report absence or tardiness from work.
35. Failure of a non-exempt employee to obtain permission to leave work for any reason during normal working hours.
36. Making or accepting personal telephone calls during working hours except in emergencies.
37. Failure to provide a physician's certificate when requested or required to do so.
38. Wearing extreme, unprofessional or inappropriate style of dress or hair while working.
39. Committing a fraudulent act or a breach of trust under any circumstances.
40. Threatening, committing or encouraging any act of violence in the workplace or against any person. Workplace violence is not a joking matter. All statements will be taken seriously.
41. Employee's failure to conduct himself/herself professionally in a business setting when representing the Company. Poor conduct and representation when out of town, damage (smoking) to hotel room.

Any performance, conduct or behavioral situation at any time that may cause embarrassment to you and or the Company must be avoided. Such behavior and or conduct is prohibited and will subject any employee involved to disciplinary action up to and including immediate termination. Any questions in connection with this policy should be directed to the Human Resources department.

No statement in this list or elsewhere in the Employee Handbook is intended to or should be taken to affect the at-will employment relationship between the Company and its employees.

#### **XXVII. Company Property and Facilities**

All company property and facilities, including storage areas, work areas, lockers, computer systems, telephones, modems, facsimile machines, duplicating machines and vehicles are to be used only for Company business and must be properly used and maintained. Negligence in these areas may be cause for repayment, suspension and/or termination. This policy will be strictly enforced. In addition, the Company reserves the right to search all areas of its premises and monitor computer and/or telephone systems.

Company property will not be removed from the premises unless authorization has been obtained from the Company.

**XXVIII. Dismissal and Exiting**

Employees normally leave the Company in one of four ways:

- ☐ resignation
- ☐ dismissal
- ☐ layoff
- ☐ retirement

The employee initiates resignations and retirement. The employer initiates dismissals and layoffs. Resignation is a voluntary act initiated by the employee to terminate employment. The Company requests a written notice from all employees.

Prior to an employee's departure, an exit interview may, at the request of the employee or employer, be scheduled to discuss the reasons for resignation and the effect of the resignation on benefits. Before or by the end of the last scheduled day of work, you will turn in all property of the business to your supervisor.

**XXIX. Intellectual Property you Develop**

You hereby permanently and irrevocably assign to us any and all rights and interests (including intellectual property rights and interests) to any and all of the following which is developed by you, or on your behalf, if developed in whole or in part in connection with BarKogi: all products or services; all variations, modifications and/or improvements on products and services, your means, manner and style of offering and selling products and services; all management techniques or protocols you may develop (or have developed on your behalf); all sales, marketing, advertising and promotional programs, campaigns or materials developed by you or on your behalf; all, and, all other intellectual property developed by you or on behalf of BarKogi. We may authorize ourselves and our affiliates to use and exploit any such rights which are assigned to us hereunder. The sole consideration for your assignment to us of all of the foregoing rights shall be our grant of the company conferred upon you by this Agreement.

**XXX. Right to Modify**

This handbook cannot anticipate every situation or answer every question about employment. It is not an employment contract. In order to retain necessary flexibility in the administration of policies and procedures, the Company reserves the right to change or revise policies, procedures, and benefits described in this handbook, other than the employment-at-will provisions and the arbitration agreement, without notice whenever the company determines that such action is warranted.

Miscellaneous:

Job Descriptions:

- **Server**

1. Basic job functions include:

- Provide friendly, attentive, and timely service to our guests with a complete knowledge of the food and beverage menus.
- Offer superior customer service and maintain work station in a clean and orderly manner throughout shift.
- Warmly greet and acknowledge guest upon arrival.
- Effectively merchandise food and beverage menus in an informative, friendly and enthusiastic manner.
- Prepare tables for service including setting up items such as plates, silverware, and glassware
- Polish all silverware and glassware used for service.
- Accurately take guest orders and record orders immediately after receipt into Point of Sale (POS) system.
- Accept guest payment, process credit card charges, and make change (if applicable).
- Clean, stock, and maintain the workstations throughout shift.
- Follow all food safety guidelines and sanitation policies.
- Perform additional responsibilities, although not detailed, as requested by a manager at any time.

2. Skills/ Aptitudes needed:

- English language and professional communications skills are required.
- Ability to take direction and work in a team environment.
- Ability to work calmly and effectively under pressure.
- Must have problem solving abilities, be self-motivated, and organized.
- Commitment to quality service, and food and beverage knowledge.

- **Bartender**

1. Basic job functions include:

- Provide friendly, attentive, and timely service to our guests with a complete knowledge of the food and beverage menus.
- Offer superior customer service and maintain work station in a clean and orderly manner throughout shift.
- Warmly greet and acknowledge guest upon arrival.
- Effectively merchandise food and beverage menus in an informative, friendly and enthusiastic manner.
- Take beverage orders from guests and beverage orders from servers.
- Prepare and serve alcoholic and non-alcoholic drinks consistent with BarKogi's standard drink recipes.
- Record drink orders accurately and immediately after receipt into the Point of Sale (POS) system.
- Check identification of guests in order to verify age requirements for purchase of alcohol.
- Wash and sterilize glassware.
- Prepare garnishes for drinks and replenish snacks for bar guests.

- Maintain bottles and glasses in an attractive and functional manner to support efficient drink preparation and promotion of beverages.
- Maintain cleanliness in all areas of the bar including counters, sinks, utensils, shelves and storage areas.
- Receive and serve food orders to guests seated at the bar.
- Ability to determine that a guest is intoxicated and stop serving.
- Assist in the restocking and replenishment of bar inventory and supplies.
- Follow all food safety guidelines and sanitation policies.
- Perform additional responsibilities, although not detailed, as requested by a manager at any time.

2. Skills/ Aptitudes needed:

- English language and professional communications skills are required.
- Be of 18 years of age.
- Ability to take direction and work in a team environment.
- Ability to work calmly and effectively under pressure.
- Must have problem solving abilities, be self-motivated, and organized.
- Commitment to quality service, and food and beverage knowledge.

- **Hostess/Host**

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1. Basic job functions include:

- Provide friendly, attentive, and timely service to our guests with a complete knowledge of the food and beverage menus.
- Offer superior customer service and maintain work station in a clean and orderly manner throughout shift.
- Upon guest arrival, warmly greet and seat guests with food and drink menus.
- Effectively merchandise food and beverage menus in an informative, friendly and enthusiastic manner to the guest on the phone or in person.
- Box and/or bag take-out items for guests.
- Enters purchases into Point of Sale (POS) system to calculate total purchase price.
- Accept cash, credit cards, or automatic debits for payments.
- Counts money, gives change and issues receipt for funds received.
- Maintains sufficient amounts of change in cash drawer.
- Balances cash drawer and receipts; documents discrepancies.
- Maintain cleanliness in workstation area and stock with necessary supplies.
- Perform additional responsibilities, although not detailed, as requested by a manager at any time.

2. Skills/ Aptitudes needed:

- English language and professional communications skills are required.
- Ability to take direction and work in a team environment
- Ability to work calmly and effectively under pressure.
- Must have problem solving abilities, be self-motivated, and organized.
- Commitment to quality service, and food and beverage knowledge.

- **Kitchen Staff**

1. Basic job functions include:

- Prepare food items for the day's menu including sorting, chopping, washing, and storing of food.
- Preparing and cooking food items.
- Clean the kitchen counters and floors.
- Empty trash.
- Wash pots and pans.
- Clean restrooms
- Maintain cleanliness in workstation area and stock with necessary supplies.
- Perform additional responsibilities, although not detailed, as requested by a manager at any time

● **Delivery Staff**

1. Basic job functions include:

- Perform duties including pre-delivery vehicle preparation, learning the delivery area, checking orders for quality and accuracy, following proper delivery procedures, providing quality customer service through positive and professional interaction with customers in person or by phone, and acting with a sense of urgency in everything they do.
- Supporting other workstations during their shift and completing all opening and closing duties, including cleaning, at the end of each shift.
- Additional responsibilities, although not detailed, may be requested by a manager at any time.

2. Skill and Aptitude needed:

- English language and professional communications skills are required.
- Ability to take direction and work in a team environment
- Ability to work calmly and effectively under pressure.
- Must have problem solving abilities, be self-motivated, and organized

### ARBITRATION AGREEMENT

To resolve disputes, which might otherwise become civil court cases, you and the Company (Golden Abacus Inc. d/b/a BarKogi) agree that the following disputes will be submitted to final and binding arbitration before a neutral arbitrator and not to any court:

1. Claims of unlawful harassment or discrimination, which cannot be resolved by the parties or during an investigation by an administrative agency (such as the state's Civil Rights Division or the Equal Employment Opportunity Commission).
2. Claims of unfair demotion or reduction in pay.
3. Claims of wrongful discharge or termination.
4. Any claims of breach of contract or tort claims arising out of your employment or termination with the Company, including, but not limited to, defamation, intentional infliction of emotional distress, intentional interference with contract, or right to privacy.

You begin the arbitration process by delivering a written request for arbitration to the Company within the time limits, which would apply to the filing of a civil complaint in court. A late request will be void.

If we are unable to agree upon a neutral arbitrator, we will obtain a list of arbitrators from the American Arbitration Association. The arbitrator shall be bound by the provisions and procedures set forth in the current Model Employment Arbitration Procedures of the American Arbitration Association. The arbitrator shall have the authority to order any legal and equitable remedy, which would be available in a civil or administrative action on the claim. You and the company agree that the arbitrator's fee and any other type of expense unique to the arbitration will be shared equally by you and the company. The parties will pay their own attorneys' fees unless the arbitrator awards such fees as may be authorized by a statute or contract at issue in the dispute.

This arbitration shall be the exclusive means of resolving any dispute(s) listed in this agreement and no other action will be brought in any court or administrative forum. However, nothing in this agreement will affect National Labor Relations Board proceedings, or prohibit an employee from filing an administrative complaint with an applicable federal or state agency.

If any court of competent jurisdiction declares that any part of this Arbitration Agreement is illegal, invalid or unenforceable, such a declaration will not affect the legality, validity of enforceability of the remaining parts of the Agreement, and the illegal, invalid or unenforceable part will no longer be a part of the Agreement.

This agreement is a waiver of all rights to a civil jury trial for a disputed termination, demotion, and/or a claim for unlawful harassment or employment discrimination, and/or a claim for breach of contract or any tort claim arising out of your employment or termination with the company.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Acknowledgment of Receipt of Employee Handbook**

**EMPLOYEE INFORMATION**

**NAME:** \_\_\_\_\_

**EMPLOYMENT STATUS:** \_\_\_\_\_ **Full Time** \_\_\_\_\_ **Part Time**

**Position Title:** \_\_\_\_\_

**Start Date:** \_\_\_\_\_

I have received my copy of Golden Abacus Inc.'s d/b/a BarKogi ("The Company") employee handbook containing Company personnel policies and procedures and have read it and agree to abide by the provisions therein.

This handbook supersedes all previous memos, materials, and handbooks. The information in this handbook is intended to serve as a guideline only and it is not meant to be considered as a contract of any kind. Owing to limitations of space, ongoing changes within the Company and periodic changes in applicable Federal and State laws, the information in this manual cannot be a complete or final statement as to Company policy. Therefore, employees may refer to their supervisor for information regarding the applicability of the guidelines in this handbook to any particular situation. The Company reserves the right to change, suspend, or discontinue any or all Handbook policies, benefits, or procedures (except the Company's at-will policy) at any time.

I have received a copy of the Employee Handbook and have read the Company's Anti-Harassment and Anti-Discrimination policy. Further, I understand that by signing this form, I am acknowledging that I have received, read and fully understand the Company's Anti-Harassment and Anti-Discrimination policy, Arbitration Agreement and Drug Testing Policy.

I understand that I am being asked to review the information contained within this handbook and raise any questions that I may have about the stated policies or procedures with the General Manager.

I understand that as a matter of the Company's policy that employment is at the will of the employee and the employer and can be terminated at any time without cause.

Further, I understand that no one other than the Owner of the Company may modify or change the at will nature of my employment relationship. Any such modification must be in writing and signed by the Owner of the Company and me.

Employee's Signature \_\_\_\_\_

Date \_\_\_\_\_





**Notice and Acknowledgement of Pay Rate and Payday/Aviso y Acuse de Recibo de Tasa de Pago y Día de Cobro**  
**Under Section 195.1 of the New York State Labor Law/Bajo la Sección 195.1 de la Ley de Trabajo del Estado de Nueva York**  
**Notice for Hourly Rate Employees/Aviso para empleados con tasa de pago por hora**

**1. Employer Information/Información del Empleador**

Name/Nombre:

Doing Business As (DBA) name(s)/

Nombre(s) comercial(es):

FEIN (optional)/ Número de Identificación Federal (opcional):

Physical Address/Dirección Física:

Mailing Address/Dirección postal u oficial:

Phone/Teléfono:

**2. Notice given/Aviso emitido:**

- ☐ At hiring/ En la contratación  
☐ Before a change in pay rate(s), allowances claimed or payday. Antes de un cambio en tasa de pago, créditos tomados, o día de cobro

**3. Employee's Pay Rate/Tasa de pago del empleado:**

\$ \_\_\_\_\_ per hour/por hora

**4. Allowances taken/Créditos tomados:**

- ☐ None/ninguno  
☐ Tips/Propinas \_\_\_\_\_ per hour/ por hora  
☐ Meals/Comidas \_\_\_\_\_ per meal/ por comida  
☐ Lodging/ Hospedaje \_\_\_\_\_  
☐ Other/Otra \_\_\_\_\_

**5. Regular payday/Día de Cobro Regular:**

\_\_\_\_\_

**6. Pay is/El pago es:**

- ☐ Weekly/ Semanal  
☐ Bi-weekly/Quincenal  
☐ Other/Otro \_\_\_\_\_

**7. Overtime Pay Rate/Tasa de Pago de Horas Extras (más de 40 horas trabajadas en una semana):**

\$ \_\_\_\_\_ per hour/por hora (This must be at least 1½ times the worker's regular rate, with few exceptions.)/Con pocas excepciones, esta tasa debe ser por lo menos 1½ veces la tasa de pago regular para el trabajador.

**8. Employee Acknowledgement/Acuse de Recibo del Empleado:** On this day, I received notice of my pay rate, overtime rate if eligible, allowances, and designated payday in English and my primary language. I told my employer that my primary language is Spanish. En esta fecha, se me ha informado de mi tasa de pago, mi tasa de pago de horas extras (si elegible), créditos, y del día de cobro en inglés y en mi lengua materna. Le indiqué al empleador de que mi lengua materna es español.

Print Employee Name/Escriba el nombre del empleado en letra de imprenta

Employee Signature/Firma del Empleado

Date/Fecha

Preparer Name and Title/Nombre y Título del Preparador de este Documento.

The employee must receive a signed copy of this form. The employer must keep the original for 6 years./El empleado debe recibir una copia firmada, de este documento. El original debe permanecer con el empleador por 6 años.